

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 5

85  
~~8/24/94~~  
9/27/98

EPA Region 5 Records Ctr.



203190

IN THE MATTER OF: )

THERMO-CHEM, INC. SITE )  
MUSKEGON, MICHIGAN )

Proceeding under Section 122(g)(4) )  
of the Comprehensive, Environmental )  
Response, Compensation, and )  
Liability Act of 1980, as amended, )  
42 U.S.C. 9622(g)(4) )

U.S. EPA DOCKET NO.

7-W- '96-C-319

Administrative Order  
on Consent

Second Round De Minimis  
Settlement

I. JURISDICTION

This Administrative Order on Consent ("Consent Order") is issued pursuant to the authority vested in the President of the United States by Section 122(g)(4) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("CERCLA"), Pub. L. 99-499, 42 U.S.C. § 9622(g)(4), to reach settlements in actions under Sections 106 or 107(a) of CERCLA, 42 U.S.C. § 9606 or § 9607(a). The authority vested in the President has been delegated to the Administrator of the United States Environmental Protection Agency ("U.S. EPA") by Executive Order 12580, 52 Federal Register 2923 (January 29, 1987), and further delegated to the Regional Administrators of U.S. EPA by U.S. EPA Delegation No. 14-14-E (issued September 13, 1987, amended by memorandum June 17, 1988). The authority to enter into a de minimis settlement under Section 122(g) of CERCLA, as amended, 42 U.S.C. § 9622(g), is redelegated from the Regional

Administrator to the Director, Waste Management Division pursuant to U.S. EPA Regional Delegation 14-14-E (August 1987).

This Administrative Order on Consent is issued to the persons, corporations, or other entities identified in Appendix 1 ("Respondents"). Each Respondent agrees to undertake all actions required by the terms and conditions of this Consent Order. Each Respondent further consents to and will not contest U.S. EPA's jurisdiction to issue this Consent Order or to implement or enforce its terms.

## II. DEFINITIONS

Whenever the following terms are used in this Consent Order or the Appendices attached hereto, the following definitions specified in the Paragraph shall apply:

1. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), 42 U.S.C. Sections 9601 et seq.

2. "Hazardous substance" shall have the meaning provided in Section 101(14) of CERCLA, 42 U.S.C. Section 9601(14).

3. "Interest" shall mean interest at the rate specified for interest on investments of the Hazardous Substance Superfund established under subchapter A of chapter 98 of Title 26 of the U.S. Code, in accordance with 42 U.S.C. § 9607(a).

4. "Operable Unit 1" is the response action described in the Record of Decision for Operable Unit 1 at the Thermo-Chem, Inc. Site dated September 30, 1991 ("the Operable Unit 1 ROD"), as modified in the Explanation of Significant Differences signed on April 25, 1994. Operable Unit 1 addresses contaminated soil, sludge, and groundwater at and from the Site, up to Black Creek, a surface water body located to the south of the Site that flows into Mona Lake.

5. "Parties" mean the United States Environmental Protection Agency and Respondents.

6. "Person" shall have the meaning provided in Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

7. "Potentially Responsible Party" or "PRP" shall mean all persons, as that term is defined in Section 101(21) of CERCLA, 42 U.S.C. § 9601(21), who are potentially liable to the United States or to other parties for payment of response costs or subject to injunctive relief under Sections 106 and/or 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607.

8. "Respondents" shall mean those parties identified in Appendix 1 who sign this Consent Order, and their heirs, successors, and assigns.

9. "Response Costs" mean all costs incurred and to be incurred by any person at the Site for all response actions taken and to be taken by any person at the Site.

10. "Site" shall mean the Thermo-Chem, Inc. Site which is located in Egelston Township, Muskegon County, Michigan,

approximately five miles east of the City of Muskegon. The Site consists of approximately 9.5 acres of land on the south side of the road at 4331 and 4332 Evanston Road. The Site consists of two adjoining properties: the Thomas Solvent Company property and Thermo-Chem, Inc. property. The Thomas Solvent Company property at the Site covers approximately 1.5 acres and is situated in the northwest corner of the Site. The Thermo-Chem, Inc. property at the Site covers approximately 8 acres. The Site also includes the areal extent of groundwater contamination from such properties. The Site is depicted in Appendix 2, incorporated herein by reference.

11. "State" shall mean the State of Michigan.

12. "U.S. EPA" means the United States Environmental Protection Agency.

### III. STATEMENT OF FACTS

1. The Thermo-Chem, Inc. Site is located in Egelston Township, Muskegon County, Michigan, approximately five miles east of the City of Muskegon.

2. On June 10, 1986, U.S. EPA placed the Thermo-Chem, Inc. Site on the National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B, pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, see, 51 Fed. Reg. 21054 (June 10, 1986).

3. Hazardous substances within the definition of Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), have been or are threatened to be released into the environment from the Site.

Hazardous substances found at the Site include 1,2 - Dichloroethene, total 1,2-Dichloroethene, Chloroform, 1,2 Dichloroethane, 1,1,1 - Trichloroethane, Benzene, Tetrachloroethene, Toluene, Total Xylenes, bis (2-Ethylhexyl) Phthalate, Naphthalene, Arsenic, Chromium, Trichloroethylene, and Acetone.

4. As a result of the release or threatened release of hazardous substances into the environment from the Site, U.S. EPA performed response actions at the Site under Section 104 of CERCLA, 42 U.S.C. § 9604, and may undertake response actions in the future.

5. U.S. EPA has defined one operable unit for the Site. Operable Unit 1 addresses contaminated soil, sludge and groundwater at the Site, up to Black Creek. In addition, U.S. EPA is working towards a remedial action that U.S. EPA anticipates will be the final remedy for the Site; the final remedy will expand on the response actions taken as part of Operable Unit 1 and will address contamination problems in Black Creek and groundwater contamination south of Black Creek at the Site.

6. From approximately April 1989 until approximately July 1991, seventy-two PRPs undertook a Remedial Investigation and Feasibility Study ("RI/FS") for a portion of Operable Unit 1, pursuant to CERCLA, the National Contingency Plan, 40 CFR Part 300, and an RI/FS administrative order by consent issued on September 21, 1987. During the course of the RI, U.S. EPA

performed a Technical Assistance Study ("TAS") at the remaining portion of Operable Unit 1. Information from the TAS was used to supplement the RI/FS for Operable Unit 1 so that the RI/FS addressed all of Operable Unit 1. A second RI/FS is currently being conducted pursuant to the September 21, 1987 administrative order to address contamination in Black Creek and groundwater contamination south of Black Creek.

7. On July 8, 1991, U.S. EPA published notice of the completion of the FS for Operable Unit 1 and of the proposed plan for remedial action, and provided opportunity for public comment on the proposed remedial action, pursuant to section 117 of CERCLA, 42 U.S.C. § 9617.

8. U.S. EPA's selection of the remedial action for Operable Unit 1 at the Thermo-Chem, Inc. Site is embodied in a final Record of Decision, executed on September 30, 1991 ("the Operable Unit 1 ROD"). The State of Michigan concurred with the selected remedy.

9. On April 25, 1994, U.S. EPA signed an Explanation of Significant Differences that made changes to components of the Operable Unit 1 ROD.

10. U.S. EPA conducted an emergency removal of drums and materials containing hazardous waste at the Site pursuant to Section 106 of CERCLA, 42 U.S.C. § 9606, from September 1988 until December 1988. Various chemicals and five drums containing hazardous waste were transported from off site for treatment and disposal during this removal. U.S. EPA also conducted an

emergency removal at the Site in April 1991 pursuant to Section 106 of CERCLA, 42 U.S.C. § 9606. During the removal, U.S. EPA excavated underground storage tanks.

11. In performing these response actions, the United States Government has incurred and will continue to incur response costs at or in connection with the Site. As of November 30, 1993, U.S. EPA has expended \$2,577,454.38, related to the Site, including interest calculated from January 2, 1992 through January 10, 1994. As of September 30, 1993, the United States Department of Justice has expended \$24,000.00 related to the Site.

12. Information currently known to U.S. EPA indicates that each Respondent listed on Appendix 1 to this Consent Order, which is incorporated herein by reference, arranged for disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of a hazardous substance owned or possessed by such Respondent at the Site, or accepted a hazardous substance for transport to the Site.

13. Information currently known to U.S. EPA indicates that the amount of waste containing hazardous substances contributed to the Site by each Respondent does not exceed 1% of the hazardous substances at the Site, and that the hazardous substances contributed by each Respondent to the Site are not significantly more toxic or of significantly greater hazardous effect than other hazardous substances at the Site. Appendix 3 contains a listing of the volume of the hazardous substances

contributed to the Site by each PRP, including each Respondent. Appendix 3 is incorporated herein by reference.

14. In evaluating the settlement embodied in this Consent Order, U.S. EPA has considered the potential costs of remediating contamination at or in connection with the Site taking into account possible cost overruns in completing remedial actions and possible future costs if these remedial actions are not protective of public health or the environment.

15. Payments required to be made by each Respondent pursuant to this Consent Order are a minor portion of the total Response Costs (past and future) at the Site, which U.S. EPA, based upon currently available information, estimates to be approximately \$50,238,454.38.

16. U.S. EPA has identified persons other than the Respondents who owned or operated the Site, or who arranged for disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of a hazardous substance owned or possessed by such persons at the Site, or who accepted a hazardous substance for transport to the Site. U.S. EPA has considered the nature of its case against these parties in evaluating the settlement embodied in this Consent Order.

17. Prior to the issuance of this Order, the State of Michigan was informed of the content of this Consent Order and was given an opportunity to comment on this Consent Order.



#### IV. DETERMINATIONS

Based upon the findings of fact set forth above and on the administrative record for this Site, the Director, Waste Management Division, of U.S. EPA Region V has determined that:

1. The Thermo-Chem, Inc. Site is a "facility" as that term is defined in Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

2. Each Respondent is a "person" as that term is defined in Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

3. Each Respondent is a potentially responsible party within the meaning of Sections 107(a) and 122(g)(1) of CERCLA, 42 U.S.C. §§ 9607(a) and 9622(g)(1).

4. There has been an actual or threatened "release" of a hazardous substance from the Site as that term is defined in Section 101(22) of CERCLA, 42 U.S.C. § 9601(22).

5. Prompt settlement with each Respondent is practicable and in the public interest within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).

6. This Consent Order involves only a minor portion of the Response Costs for the Site with respect to each Respondent pursuant to Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).

7. The amount of hazardous substances contributed to the Site by each Respondent and the toxic or other hazardous effects of the hazardous substances contributed to the Site by each Respondent are minimal in comparison to other hazardous substances at the Site, pursuant to Section 122(g)(1)(A) CERCLA, 42 U.S.C. § 9622(g)(1)(A).

## V. ORDER

Based upon the administrative record for this Site and the Findings of Fact and Determinations set forth above, and in consideration of the promises and covenants set forth herein, it is hereby agreed to and ordered:

### A. Payment

1. Each Respondent shall pay to the Hazardous Substance Superfund the amount set forth in Appendix 3 to this Consent Order, which is incorporated by reference, within 30 days of the effective date of this Consent Order.

2. The total amount to be paid by each Respondent includes payment for: a) past response costs incurred at or in connection with the Site; b) projected future response costs to be incurred at or in connection with the Site; and c) a premium which is intended to pay for possible cost overruns or other unforeseen expenses incurred during implementation of response actions for the Site. Such a payment by each of the Respondents is not a penalty or monetary sanction. Each Respondent's payment amount is stated in Appendix 3 to this Consent Order, which is incorporated herein by reference.

3. Each Respondent's payment shall be made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund." Each check shall reference the Site name, the name and address of the Respondent, U.S. EPA CERCLA Number W1, and U.S. EPA docket number for this action, and shall be sent

EPA Region 5  
Attn: Superfund Accounting

Post Office Box 70753  
Chicago, Illinois 60673

4. Each Respondent shall simultaneously send a copy of its check to:

Ignacio L. Arrazola  
U.S. EPA, Region 5 (CS-29A)  
77 West Jackson Boulevard  
Chicago, Illinois 60604

5. If a Respondent fails to make payment pursuant to Section V, Paragraph 1, that Respondent shall make payment as instructed in Section V, Paragraphs 3 and 4, within sixty (60) days of the effective date of this Consent Order in the amount specified in Appendix 3 of this Consent Order for late settlement payments. Such a payment by that Respondent is not a penalty or monetary sanction.

6. If a Respondent fails to make payment pursuant to Section V of this Consent Order, such Respondent is ineligible for participation in this Consent Order.

B. Civil Penalties

7. In addition to any other remedies or sanctions available to U.S. EPA, any Respondent who fails or refuses to comply with any term or condition of this Consent Order shall be subject to a civil penalty of up to \$25,000 per day of such failure or refusal pursuant to Section 122(1) of CERCLA, 42 U.S.C. § 9622(1).

C. Certification of Respondents

8. Each Respondent certifies individually that, to the best of its knowledge and belief, it has conducted a thorough, comprehensive, good faith search for documents and has fully and accurately disclosed to U.S. EPA all information currently in its possession, or in the possession of its officers, directors, employees, contractors or agents, which relates in any way to the ownership, operation, generation, treatment, transportation, storage or disposal of hazardous substances at or in connection with the Site. Each Respondent further certifies individually that it has fully complied with any and all U.S. EPA requests for information pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. 9604(e) and 9622(e), and Section 3007 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6927. Provision of false, fictitious, or fraudulent statements or representations to the United States may subject a Respondent to criminal penalties. See, e.g., 18 U.S.C. § 1001. Each Respondent further certifies individually that it has fully complied with any and all unilateral order(s) related to the Site and issued to the Respondent by U.S. EPA pursuant to Section 106(a) of CERCLA, 42 U.S.C. 9606(e).

D. Covenants Not to Sue by U.S. EPA

9. In consideration of the payments that will be made by the Respondents under the terms of this Consent Order, and except as specifically provided in Section V, Paragraphs 11 and 12, of

this Consent Order, U.S. EPA covenants not to sue or to take administrative action against any of the Respondents pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606, 9607(a), and Section 7003 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6973, relating to the Site. These covenants not to sue shall take effect with respect to each Respondent upon the receipt by U.S. EPA of such Respondent's payment required by Section V, Paragraph 1 or 5 of this Consent Order. With respect to each Respondent, these covenants not to sue are conditioned upon the complete and satisfactory performance by that Respondent of its obligations under this Consent Order. These covenants not to sue extend only to such Respondents and their successors and do not extend to any other person.

E. Covenants Not to Sue by Respondents

10. The Respondents covenant not to sue and agree not to assert any claims or causes of action against each other, the parties to the first round de minimis settlement, In the Matter of: Thermo-Chem, Inc. Site, Docket No. V-W-94-C-246, or the United States or its contractors or employees with respect to the Site or this Consent Order, including, but not limited to any direct or indirect claim for reimbursement from the Hazardous Substance Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. 9507) through Sections 106(b)(2), 111, 112, 113 of CERCLA, 42 U.S.C. 9606(b)(2), 9611, 9612, or 9613, or any

other provisions of law, or any other claims arising out of response activities at the Site. Nothing in this Consent Order shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. 9611, or 40 C.F.R. 300.700(d).

F. Reservation of Rights

11. The covenants not to sue by U.S. EPA set forth in Section V, Paragraph 9, of this Consent Order, do not pertain to any matters other than those expressly specified in Paragraph 9. The United States, including U.S. EPA, reserves, and in this Consent Order is without prejudice to, all rights against Respondents with respect to all other matters, including but not limited to the following:

- (a) claims based on a failure to meet a requirement of this Consent Order,
- (b) liability for damages for injury to, destruction of, or loss of natural resources,
- (c) criminal liability, or
- (d) claims based on a failure to meet requirements of the Administrative Order by Consent Re: Remedial Investigation and Feasibility Study, Docket No. V-W-87-C022.

12. Notwithstanding any other provision in this Consent Order, the United States, including U.S. EPA, reserves, and this Consent Order is without prejudice to, the right to institute

judicial proceedings or to issue an administrative order seeking to compel a Respondent 1) to perform response actions relating to the Site, and/or 2) to reimburse the United States, including U.S. EPA, for additional costs of response if U.S. EPA discovers information which indicates that such Respondent contributed hazardous substances to the Site in such greater amount or of such greater toxic or other hazardous effects that the Respondent no longer qualifies as a de minimis party at the Site because the Respondent contributed greater than 1% of the hazardous substances at the Site or contributed hazardous substances which are significantly more toxic or are of significantly greater hazardous effect than other hazardous substances at the Site.

G. Effect of Settlement; Contribution Protection

13. U.S. EPA and the Respondents agree that the payments made by the Respondents in accordance with this Consent Order do not constitute an admission of any liability by any Respondent. The Respondents do not admit and retain the right to controvert in any subsequent proceedings, other than proceedings to implement or enforce this Consent Order, the validity of the Findings of Fact or Determinations contained in this Consent Order.

14. Except as otherwise specified herein, nothing in this Consent Order shall be construed to create any rights in, or grant any cause of action to, any person not a party to this Consent Order. The preceding sentence shall not be construed to

waive or nullify any rights that any person not a signatory to this Consent Order may have under applicable law. The United States, including U.S. EPA, and the Respondents each reserve any and all rights (including but not limited to, any right to contribution), defenses, claims, demands, and causes of action which each party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a party hereto or the first round de minimis settlement, In the Matter of: Thermo-Chem, Inc. Site, Docket No. V-W-94-C-246.

15. With regard to claims for contribution against each Respondent for matters addressed by this Consent Order, the Parties hereto agree that each Respondent is entitled, as of the effective date of this Consent Order, to such protection from contribution actions or claims as is provided by Sections 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. 9613(f)(2) and 9622(g)(5). Such protection with respect to each Respondent is conditioned upon that Respondent's compliance with the requirements of this Consent Order and upon the receipt by U.S. EPA of such Respondent's payment required by Section V, Paragraph 1 or 5 of this Consent Order. "Matters addressed in this settlement," for purposes of Section 122(g)(5) of CERCLA, 42 U.S.C. § 9622(g)(5), shall mean liability for all response actions taken and to be taken by any person at the Site and all response costs incurred and to be incurred by any person at the Site.



H. Parties Bound

16. This Consent Order shall apply to and be binding upon U.S. EPA and upon the Respondents and their heirs, successors and assigns. Any change in ownership or corporate status of a Respondent including, but not limited to, any transfer of assets or real or personal property, shall in no way alter such Respondent's responsibilities under this Consent Order. Each signatory to this Consent Order represents that he or she is fully authorized to enter into the terms and conditions of this Consent Order and to bind legally the party represented by him or her.

I. Public Comment

17. This Consent Order shall be subject to a thirty-day public comment period pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122(i)(3) of CERCLA, 42 U.S.C. § 9622(i)(3), U.S. EPA may withdraw consent to this Consent Order if comments received disclose facts or considerations which indicate that this Consent Order is inappropriate, improper, or inadequate.

J. Attorney General Approval

18. The Attorney General or her designee has issued prior written approval of the settlement embodied in this Consent Order in accordance with Section 122(g)(4) of CERCLA, 42 U.S.C. § 9622(g)(4).

K. Effective Date

19. The effective date of this Consent Order shall be the date upon which U.S. EPA issues written notice to the Respondents that the public comment period pursuant to Section V, Paragraph 18, of this Consent Order has closed and that comments received, if any, do not require modification of or U.S. EPA withdrawal from this Consent Order.

THERMO-CHEM, INC. SITE  
ADMINISTRATIVE ORDER ON CONSENT  
SECOND ROUND *DE MINIMIS* SETTLEMENT

The undersigned Respondent has reviewed and hereby consents to the foregoing Consent Order In the Matter of Thermo-Chem, Inc. Site and agrees to be bound by its terms. It is so agreed and ordered:

On behalf of \_\_\_\_\_, as listed in Appendix 3.

\_\_\_\_\_ date: \_\_\_\_\_  
Name of Respondent

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

By: \_\_\_\_\_  
Name of Officer (typed or printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

(Corporate Acknowledgement)

If different from above, the following is the name and address of Respondent's agent for service of process and, if Respondent has counsel, the name and address of counsel. Counsel may act as agent for service of process.

Agent for Service of Process

Attorney

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

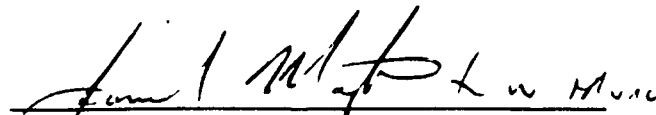
\_\_\_\_\_  
Telephone

Each Respondent shall notify the United States Department of Justice and the U.S. EPA of any change in the identity or address of Respondent, its agent for service, or its counsel.

THERMO-CHEM, INC. SITE  
ADMINISTRATIVE ORDER ON CONSENT  
SECOND ROUND *DE MINIMIS* SETTLEMENT

U.S. Environmental Protection Agency

By:

  
James N. Mayka, Acting Director  
Waste Management Division

9/27/95  
Date

## LIST OF APPENDICES

- Appendix 1      --    Respondents
- Appendix 2      --    Site Map
- Appendix 3      --    Payment Formula and De Minimis PRP Second  
Round Settlement Payment Amounts

**APPENDIX 1**

**RESPONDENTS**

The listing of respondents' names will be added once all signature pages have been received.

**APPENDIX 2**

**SITE MAP**





### Appendix 3

#### PAYMENT FORMULA

Site Cost calculations considered all costs at the Site, incurred and to be incurred, by any person. Past costs are \$5,601,454, which include U.S. EPA's past costs through November 30, 1993, the Department of Justice's past costs through September 30, 1993, and estimated PRP costs for remedial investigation and feasibility ("RI/FS") work. Estimated future costs for the Site are \$44,637,000. A premium of approximately 135% (represented by a multiplier of 2.35) is included against the estimated future costs. Site Costs (including premium) may be represented as follows:

$$\begin{aligned}\text{Site Costs} &= (\text{Future Costs} * 2.35) + \text{Past Costs} \\ &= \$110,498,404\end{aligned}$$

The settlement payment amount for each de minimis PRP, as listed herein, is based upon each de minimis PRP paying \$15.20 per gallon of hazardous substances that the de minimis PRP sent to the Site. The dollar per gallon amount was computed by dividing the total Site costs of \$110,498,404 (including a 135% premium against future costs) by the total volume of hazardous substances (10,537,218 gal.) with the orphan share volume of 3,265,613 gallons subtracted. The calculation for the dollar per gallon amount may be represented as follows:

$$\begin{aligned}\$/\text{gal.} &= \frac{\text{Site Costs}}{\text{Total Volume} - \text{Orphan Share Volume}} \\ &= \frac{\$110,498,404}{10,537,218 \text{ gal.} - 3,265,613 \text{ gal.}} \\ &= \$15.20/\text{gal.}\end{aligned}$$

Payment amounts for each de minimis PRP were calculated by multiplying \$15.20/gallon by each de minimis PRP's volume in gallons. The formula for payment is thus represented as follows:

$$\begin{aligned}\text{Payment Amount} &= \$ 15.20/\text{gal.} * \text{De Minimis PRP's Volume} \\ \text{for each} & \\ \text{De Minimis PRP} &\end{aligned}$$

Late Payment: Late payment amounts were calculated by assessing an additional \$ .19/gal. The formula for late payment amount is thus represented as follows:

$$\begin{aligned}\text{Late Payment Amount} &= \$ 15.39/\text{gal.} * \text{De Minimis PRP's Volume} \\ \text{for each} & \\ \text{De Minimis PRP} &\end{aligned}$$

Credit: In addition, certain Respondents participated in an administrative order on consent to conduct the RI/FS for the Site, U.S. EPA Docket No. V-W-87-CO22 ("AOC"). Such Respondents may be eligible for a deduction from the settlement payment listed in this Appendix for the amounts they were required to pay to participate in the RI/FS work, provided such Respondent includes with its signature page to this Consent Order the following: (1) copies of Respondent's canceled check(s) or ledger entries documenting participation in the RI/FS AOC; (2) a certification signed by Respondent that the amount deducted represents the amount that Respondent paid toward response costs incurred pursuant to the AOC; and (3) if Respondent was not a signatory or late signatory to the RI/FS AOC, Respondent's signature to the RI/FS AOC.

If a Respondent's deduction is deemed inappropriate by U.S. EPA, such Respondent will be notified in writing that it may not make the deduction. If Respondent is not notified in writing, such Respondent may deduct the amount certified from the appropriate settlement payment amount listed in this Appendix.

Several PRPs are offered settlement payment amounts as they appeared in the first de minimis settlement for the Thermo-Chem, Inc. Site, U.S. EPA Docket No. V-W-94-C-246, ("first round settlement") because such PRPs failed to receive timely notice of the first round settlement offer or did not receive a first round settlement offer even though otherwise eligible to participate. Such PRPs are marked with a double asterix (\*\*) in the following listing of settlement payment amounts.

**APPENDIX 3**

**PAYMENT FORMULA AND DE MINIMIS SETTLEMENT PAYMENT AMOUNTS**

Thermo-Chem, Inc. Site  
Second Round De Minimis Settlement Payment Amounts  
May 1995

PRP Name	Volume (gallons)	t Vol	Second Round Settlement Payment	Late Settlement Payment
J-M COMPANY	19,140	0.1816		
A.S. & P. MANUFACTURING	385	0.0037	\$5,852.00	\$5,925.15
ABBOTT LABORATORIES	225,183	2.1370		
ACHESON COLLOIDS COMPANY	13,685	0.1299	\$208,012.00	\$210,612.15
ACHE BELT RECOATING, INC.	1,540	0.0146		
ACHE PRINTING INK (INK, INC)	152,995	1.4519		
ACORN BUILDING COMPONENTS, INC.	21,501	0.2040	\$326,815.20	\$330,900.39
ADDISON PRODUCTS	220	0.0021		
AERO MOTIVE MANUFACTURING CO.	165	0.0016		
AERO OIL**	495	0.0047	\$7,227.00	\$7,281.00
APCO INDUSTRIES.	20,189	0.1916	\$306,872.80	\$310,708.71
AKEMI PLASTICS	55	0.0005		
AKER PLASTICS	440	0.0042		
ALBION INDUSTRIES	1,045	0.0099		
ALL SEASON INDUSTRIES, INC.	110	0.0010	\$1,672.00	\$1,692.90
ALLIED BENDIX AEROSPACE (COURTIER OPS)	10,560	0.1002	\$160,512.00	\$162,518.40
ALUMINUM PAINTING CORP	2,200	0.0209	\$33,440.00	\$33,858.00
AMERICAL AEROSOL, DIV GUARDSMAN CHEMICAL	73,502	0.6975	\$1,117,230.40	\$1,131,195.78
AMERICAN AWODCO, INC.	715	0.0068		
AMERICAN CHEMICAL SERVICE (GRIFFITH, IN)	44,300	0.4204	\$673,360.00	\$681,777.00
AMERICAN COIL SPRING COMPANY	2,035	0.0193	\$30,932.00	\$31,318.65
AMERICAN CYANAMID COMPANY	155,069	1.4716		
AMERICAN NATIONAL CAN CO (NATIONAL CAN)	3,025	0.0287	\$45,980.00	\$46,554.75
AMERICAN STANDARD INC (TYLER REFRIG CO)	6,765	0.0642	\$102,828.00	\$104,113.35
AMERICAN STORE EQUIPMENT	12,670	0.1221	\$195,624.00	\$198,069.30
AMWAY CORPORATION	2,200	0.0209		
ANACONDA WIRE & CABLE C/O ATL RICHFIELD	63,983	0.6072	\$972,541.60	\$984,698.37
ANDERSON DEVELOPMENT COMPANY	495	0.0047		
ANN ARBOR CIRCUITS INC.	550	0.0052	\$8,360.00	\$8,464.50
APPROVED INDUSTRIAL REMOVAL	500	0.0047	\$7,600.00	\$7,695.00
ARCO INDUSTRIES CORPORATION	4,180	0.0397	\$63,536.00	\$64,330.20
ARGO PAINT & CHEMICAL	6,365	0.0604	\$96,748.00	\$97,957.35
ARROWRIGHT, INC.	6,850	0.0650		
ARMSTRONG SPECIALITY STEAM PRODUCTS	7,975	0.0757		
ATTWOOD CORPORATION	22,946	0.2178	\$348,779.20	\$353,138.94
AYR CAMPER	2,480	0.0235	\$37,696.00	\$38,167.20
AYR-WAY INDUSTRIES	3,465	0.0329	\$52,668.00	\$53,326.35
A-1 DISPOSAL	11,840	0.1124	\$179,968.00	\$182,217.60
BABER OIL CO.	55	0.0005	\$836.00	\$846.45
BASF CORP (INMONT DIV.)	822,364	7.8044		
BASF CORPORATION (COOK PAINT & VARNISH)	14,295	0.1357	\$217,284.00	\$220,000.05
BATTLE CREEK ENQUIRER	3,795	0.0360		
BEAME BLIND	330	0.0031	\$5,016.00	\$5,078.70
BEAR ARCHERY	6,240	0.0592	\$94,848.00	\$96,033.60
BELOING PRODUCT (GIBSON REFRIG)	31,543	0.2993	\$479,453.60	\$485,446.77
BENNETT PUMPS	5,380	0.0511	\$81,776.00	\$82,798.20
BERGSMAN FURNITURE	14,120	0.1340	\$214,624.00	\$217,306.80
BERKO ELECTRIC MANUFACTURING	2,970	0.0282		
BIGELOW/MCFADDEN SEPTIC TANK SERVICE	4,930	0.0468	\$74,936.00	\$75,872.70
BISSELL, INC.	880	0.0084		
BOFORS NOBEL INC (LAKEWAY CHEMICALS)	1,611,399	15.2925		
BOYDCO, INC.	330	0.0031	\$5,016.00	\$5,078.70
BRAMMAL, INC.	165	0.0016		
BRAUN-BRUNFIELD INC. (THE SHERIDAN GROUP)*	55	0.0005	\$836.00	\$846.45
BRONSON PLASTICS, DIV OF KUHLMAN CORP	10,320	0.0979	\$156,864.00	\$158,824.80
BROWN ACME	6,463	0.0613	\$98,237.60	\$99,465.57
BROWN AND DAVIDSON CORP	1,276	0.0121	\$19,395.20	\$19,637.64
BROWN COMPANY	27,332	0.2594	\$415,446.40	\$420,639.48

BROWNING-FERRIS INDUSTRIES	4,455	0.0423		
BROWN-MORSE CO. (BROWN-MORSE ASSOCIATES)	1,760	0.0167	\$26,752.00	\$27,086.40
BROSWICK CORP	58,557	0.5557	\$890,066.40	\$901,192.23
BURDICK & JACKSON (BAXTER TRAVENOL LAB. INC.)	282,795	2.6838		
BURNWOOD PRODUCTS COMPANY-	1,700	0.0161		
BUSH CONCRETE	21,667	0.2056	\$329,338.40	\$333,455.13
C & F STAMPING COMPANY (AUTOSTYLE PLASTICS)	40,808	0.3873	\$620,281.60	\$628,035.12
CADILLAC MOLDED RUBBER, INC. (Paulstra CRC)	440	0.0042		
CARMET CO.	3,500	0.0332		
CELLO-FOIL PRODUCTS, INC.	41,610	0.3949	\$632,472.00	\$640,377.90
CENTURY BOAT CO. (MANISTEE, MI)	16,081	0.1526	\$244,431.20	\$247,466.59
CHALLENGE MACHINERY COMPANY	55	0.0005		
CHARLEVOLX CHEMICAL COMPANY	20,540	0.1949	\$312,208.00	\$316,110.60
CHARLOTTE CHAIR CO.	5,005	0.0475	\$76,076.00	\$77,026.95
CHECKER MOTORS CORPORATION	1,100	0.0104	\$16,720.00	\$16,929.00
CHEMETRON CORPORATION (C/O SUNBEAM-OSTER)	406,613	3.8588		
CHEMICAL DIVISION	620	0.0059	\$9,424.00	\$9,541.80
CHEMICAL RECOVERY SYSTEMS, INC.	17,866	0.1696	\$271,563.20	\$274,957.74
CHET NICHOLS AUTOMOTIVE*	55	0.0005	\$836.00	\$846.45
CHICK M. CO.	1,100	0.0104	\$16,720.00	\$16,929.00
CHRIS-CRAFT (HOLLAND, MI)	11,250	0.1068	\$171,000.00	\$173,137.50
CHRYSLER CORP (JEEP/EAGLE DIV.)	3,220	0.0306		
CLARK EQUIPMENT CO.	69,300	0.6577	\$1,053,360.00	\$1,066,527.00
CLARK FLOOR MACHINE COMPANY	2,855	0.0271	\$43,396.00	\$43,938.45
CLASSIC INDUSTRIES	575	0.0055	\$8,740.00	\$8,849.25
CLAUSING INDUSTRIAL, INC.-C/O REKNARD HOLDINGS	1,375	0.0130		
COLES LAUNDRY	1,300	0.0123	\$19,760.00	\$20,007.00
COLWELL GENERAL	15,048	0.1428	\$228,729.60	\$231,588.72
CONSOLITE, DIV. OF PIONEER PLASTICS	72,584	0.6888	\$1,103,276.80	\$1,117,067.76
CONSOLIDATED LITHO	55	0.0005	\$836.00	\$846.45
CONTINENTAL MOTORS C/O THE CORPORATION CO.	110	0.0010		
COPPER INCORPORATED	110	0.0010	\$1,672.00	\$1,692.90
CORL CORPORATION OF INDIANA, INC.	7,700	0.0731	\$117,040.00	\$118,503.00
CTS CORPORATION, BERNE DIVISION	9,463	0.0898	\$143,837.60	\$145,635.57
C.W. MARSH COMPANY	4,785	0.0454	\$72,732.00	\$73,641.15
DALE SCHMIDT	385	0.0037	\$5,852.00	\$5,925.15
DANA PRINTING COMPANY	385	0.0037		
DARLING DISPLAYS (L.A. DARLING)	1,540	0.0146		
DAVIS PRODUCTS	1,045	0.0099	\$15,884.00	\$16,082.55
DAVIES LABS.	10,230	0.0971	\$155,496.00	\$157,439.70
DAYCO (DAY INTERNATIONAL CORP.)	4,695	0.0446	\$71,364.00	\$72,256.05
DE FREE CHEMICAL	385	0.0037	\$5,852.00	\$5,925.15
DELOCHEM, INC.	1,650	0.0157	\$25,080.00	\$25,393.50
DEBHAM MANUFACTURING	550	0.0052	\$8,360.00	\$8,464.50
DETROIT (BENDER)	1,100	0.0104	\$16,720.00	\$16,929.00
DIAMOND REO TRUCKS	2,585	0.0245	\$39,292.00	\$39,783.15
DIBBLE COLOR COMPANY	1,760	0.0167		
DIE CASTING CORPORATION	55	0.0005		
DIPCO	1,087	0.0103		
DOUGLAS MANUFACTURING	3,080	0.0292		
DOVER CORP. (BLACKMER-DOVER RESOURCES)	450	0.0043		
DRESSER INDUSTRIES	1,815	0.0172		
DRUM, INC.	2,245	0.0213	\$34,124.00	\$34,550.55
DU-WEL PRODUCTS, INC.	4,350	0.0413	\$66,120.00	\$66,946.50
EAGLE OTTAWA LEATHER COMPANY	181,465	1.7221		
EAST SHORE CHEMICAL COMPANY, INC.	35,319	0.3352		
EASY WASH	55	0.0005	\$836.00	\$846.45
EATON CORPORATION, FLUID POWER DIVISION	875	0.0083		
EBW INC. - ENTERPRISE BRASS WORKS	1,650	0.0157	\$25,080.00	\$25,393.50
EDON MACHINE COMPANY	165	0.0016	\$2,508.00	\$2,539.35
EGYPTIAN LACQUER MFG. CO., INC	1,760	0.0167		
ELI LILLY COMPANY	18,000	0.1700		
ELIHART PAINT CO (ELPACO COATINGS CORP)	1,015	0.0096	\$15,428.00	\$15,620.85
ELMATT CORPORATION	330	0.0031	\$5,016.00	\$5,078.70
ENAMELITE INDUSTRIES, INC.	3,545	0.0336		
ENDICOTT CHURCH FURNITURE	110	0.0010	\$1,672.00	\$1,692.90
ERMANCO, INC.	220	0.0021		
ESSEX GROUP, INC.	6,765	0.0642	\$102,828.00	\$104,113.35
ESSEX GROUP, WIRE & CABLE DIVISION	2,585	0.0245	\$39,292.00	\$39,783.15
ESSEX INTERNATIONAL, INC.	35,100	0.3331	\$533,520.00	\$540,189.00

S.E. SHELTON	41,320	0.3921	\$628,064.00	\$635,914.00
S.I. DUFOUR DE MEMOIRS AND COMPANY	146,629	1.3915		
FABRI-KAL CORPORATION	7,951	0.0755	\$120,855.20	\$122,365.89
FEFERMAN MOTOR CORPORATION*	55	0.0005	\$836.00	\$846.45
FIERRO CORPORATION	60,866	0.5776	\$925,163.20	\$936,727.74
FIRESTONE	15,081	0.1431	\$229,231.20	\$232,096.59
FORD MOTOR COMPANY (ALL PLANTS)	828,964	7.8670		
FORD PAINT AND VARNISH(STANDARD DET.PAINT C	31,589	0.2998	\$480,152.80	\$486,154.71
FORMED TUBES, INC.	165	0.0016	\$2,508.00	\$2,539.35
FORT WAYNE POOLS, INC. (FORT WAYNE POOLS)	8,130	0.0772	\$123,576.00	\$125,120.70
FURNITURE CITY GLASS CORP. (GULF & WESTERN)	2,035	0.0193		
GARRETT TUBULAR PRODUCTS (JSJ CORP)	4,950	0.0470	\$75,240.00	\$76,180.50
GELMAN SCIENCES, INC.	8,500	0.0807		
GENERAL ALUMINUM PRODUCTS, INC.	18,307	0.1737		
GENERAL ELECTRIC CO. (SPEC. TRANSFORMER OP.)	113,630	1.0784		
GENERAL FOODS (POST CEREALS)	314,449	2.9842		
GENERAL FORMULATIONS, INC.	17,985	0.1707	\$273,372.00	\$276,789.15
GEORGE BELFER DRUM AND BARREL CO.	5,830	0.0553	\$88,616.00	\$89,723.70
GEORGE CANTRICK	990	0.0094	\$15,048.00	\$15,236.10
GEORGE VALUASIS & CO.*	55	0.0005	\$836.00	\$846.45
GEORGIA-PACIFIC CORPORATION	4,610	0.0437	\$70,072.00	\$70,947.90
GLAMOUR POOLS (C/O GPM INDUSTRIES)	275	0.0026		
GLASS-TEC, INC.	550	0.0052	\$8,360.00	\$8,464.50
GM ENGINE DIV., GENERAL MOTORS	5,301	0.0503		
GRAND RAPIDS LABEL COMPANY	550	0.0052		
GRAND TRANSFORMERS, INC.	660	0.0063		
GRAV-I-FLO	2,805	0.0266	\$42,636.00	\$43,168.95
GREAT LAKES CONSTRUCTION	70,800	0.6719	\$1,076,160.00	\$1,089,612.00
GREAT LAKES PLATING*	55	0.0005		
GRIDCRAFT, INC.	660	0.0063		
GUARDSMAN CHEMICALS INC (PRODUCTS & COATINGS)	8,060	0.0765	\$122,512.00	\$124,043.40
G.F. BUSINESS EQUIPMENT/GENERAL FIREPROOFING	2,489	0.0236	\$37,832.80	\$38,305.71
H & H PLASTIC MFG. CO.	44,880	0.4259	\$682,176.00	\$698,783.20
HALL ELECTRIC COMPANY (GENERAL REFRACT.CO)	440	0.0042	\$6,688.00	\$6,771.60
HAMILTON PRESS*	55	0.0005	\$836.00	\$846.45
HANCHOTT MANUFACTURING INC.*	55	0.0005		
HARBOR INDUSTRIES, INC.	4,235	0.0402	\$64,372.00	\$65,176.65
HAVEN-BOSCH COMPANY	315	0.0030		
HAVILAND PRODUCTS CO.	527	0.0050		
HEATH COMPANY*	55	0.0005		
HESS OIL & CHEMICAL DIVISION	2,000	0.0190	\$30,400.00	\$30,780.00
HEXCEL CORPORATION CHEMICAL PRODUCTS	8,800	0.0835	\$133,760.00	\$135,432.00
HILLSDALE TOOL CO.(EAGLE-PICHER INDUSTRIES)	7,803	0.0741	\$118,605.60	\$120,088.17
HOLLAND FURNACE*	55	0.0005	\$836.00	\$846.45
HOLLAND SHEETMETAL (HOLLAND DIECASTING)	2,420	0.0230	\$36,784.00	\$37,243.80
HOLLAND TRANSPLANTER CO.	90	0.0009		
HOME-CREST CORPORATION	4,015	0.0381		
HOOVER GROUP, INC.	67,379	0.6394	\$1,024,160.80	\$1,036,962.81
HOWARD MILLER CLOCK COMPANY	110	0.0010		
HOWMET CORPORATION - ALLOY DIVISION	17,199	0.1632	\$261,424.80	\$264,692.61
HUGHES ENGRAVING - PLAINWELL INC.	165	0.0016		
H.B. FULLER CO. (POSITIVE CHEMICAL)	7,384	0.0701	\$112,236.88	\$113,639.76
H.O. TAYLOR ENTERPRISES	3,780	0.0359	\$57,456.00	\$58,174.20
IMPERIAL FINISHING, INC.	2,530	0.0240	\$38,456.00	\$38,936.70
INDIANA MOLDING & FRAME*	55	0.0005	\$836.00	\$846.45
INDIANA PRESSED STEEL, DIV. OF GENERAL CABLE	440	0.0042		
INDIAN SWEDES AND LEATHER	110	0.0010	\$1,672.00	\$1,692.90
INDUSTRIAL WASTE CLEAN UP	220	0.0021	\$3,344.00	\$3,385.80
INTERKAL, INC.	1,705	0.0162	\$25,916.00	\$26,239.95
INTERNATIONAL FABRICATORS	55	0.0005	\$836.00	\$846.45
ION CAPACITER CORP.	1,265	0.0120	\$19,228.00	\$19,468.35
IRWIN SEATING COMPANY	550	0.0052		
ITT AUTOMOTIVE (ELASTO & HAMCOCK DIV)	4,620	0.0438		
JIM SUMMERS TEXACO*	55	0.0005	\$836.00	\$846.45
JOHN THOMAS BATTS, INC.	1,265	0.0120		
JOHNSON TECHNOLOGY, INC (JOHNSON MOLD & MFG.)	2,475	0.0235		
KALACRAFT (LSI KALA)	6,221	0.0590	\$94,559.20	\$95,741.19
KALAMAZOO INDUSTRIES*	55	0.0005	\$836.00	\$846.45
KALAMAZOO LAUNDRY	1,000	0.0095	\$15,200.00	\$15,390.00
KAL-EQUIP CO. (WARREN TOOLS CORP.)	275	0.0026		

KAYWOOD DIVISION*	55	0.0005		
KEELER BRASS COMPANY	9,335	0.0086	\$141,892.00	\$143,665.65
KEENE CORP./KAYDOM BEARING DIVISION	3,390	0.0322	\$51,528.00	\$52,172.10
KEENE METAL PRODUCTS	165	0.0016	\$2,508.00	\$2,539.35
KELLOGG COMPANY	5,565	0.0528		
KELVINATOR INC. WHITE CONSOLIDATED INDUSTRIES	113,055	1.0729		
KENNEDY MANUFACTURING CORPORATION	29,961	0.2843	\$455,407.20	\$461,099.79
KENNAUER SCIENTIFIC EQUIPMENT CO.	3,300	0.0313		
KEYES DAVIS COMPANY	275	0.0026		
KETSOR WARREN-SHERER	28,147	0.2671	\$427,834.40	\$433,182.33
KIRSCH CO. (COOPER INDUSTRIES, INC.)	1,980	0.0188	\$30,096.00	\$30,472.20
KLEER-FLO COMPANY*	55	0.0005	\$836.00	\$846.45
KOAPE INDUSTRIES, INC.	1,155	0.0110		
KOK MANUFACTURING CO.*	55	0.0005		
KYSOR INDUSTRIAL CORP. (DEXTER LOCK)	15,370	0.1459	\$233,624.00	\$236,544.30
K.V. MOLDED PRODUCTS	550	0.0052	\$8,360.00	\$8,464.50
LABEL TAPE MEDIATECT, INC.	3,163	0.0300	\$48,077.60	\$48,678.57
LABEL TECHNIQUE, INC.	7,087	0.0673	\$107,722.40	\$109,068.93
LACKS ENTERPRISES, INC. (REM DIE CASTING)	134,640	1.2778		
LAMINA, INC., DIV OF DIES & TOOLS	880	0.0084		
LAMPLIGHTER INDUSTRIES	330	0.0031	\$5,016.00	\$5,078.70
LANDSCAPE FORMS, INC.	6,956	0.0660	\$105,731.20	\$107,052.84
LASCO INDUSTRIES (PHILLIPS IND) (PINECO DIV)	118,139	1.1212		
LAUNDRY BASKET	55	0.0005	\$836.00	\$846.45
LEAR SINGLER INC. (ORANGE GROVE, NJ)	16,445	0.1561	\$249,964.00	\$253,088.55
LEIGH DIVISION HARROW PRODUCTS, INC.	220	0.0021		
LIQUID GLAZE CO.	55	0.0005	\$836.00	\$846.45
LORIN INDUSTRIES	4,180	0.0397		
LORIN SPECIALTY PRODUCTS (C/O LORIN IND.)	1,540	0.0146	\$23,408.00	\$23,700.60
LODINGTON PLATING	55	0.0005	\$836.00	\$846.45
L.W. MICH	1,633	0.0155	\$24,821.60	\$25,131.87
M & C PRODUCTS INC.	605	0.0057	\$9,196.00	\$9,310.95
MALLOY LITHO*	55	0.0005	\$836.00	\$846.45
MARSHON INDUSTRIES, INC.	5,865	0.0557	\$89,148.00	\$90,262.35
MARSHALL BRASS COMPANY, DIV OF S.H. LEGGITT CO	1,320	0.0125		
MATSON OLDSMOBILE	495	0.0047	\$7,524.00	\$7,618.05
McGRAM EDISON CO.	3,740	0.0355	\$56,848.00	\$57,558.60
MCDONALDSON & GUNN INC.*	55	0.0005		
MEAD-JOHNSON & CO (BRISTOL-MEYERS SQUIBB)	114,345	1.0852		
MEDALLION INSTRUMENTS (KYSOR-MEDALLION)	275	0.0026	\$4,180.00	\$4,232.25
MICHIGAN PAINT CO.*	55	0.0005	\$836.00	\$846.45
MICHIGAN PAPERBOARD CORP.	8,030	0.0762	\$122,056.00	\$123,581.70
MICHIGAN SPRING COMPANY	1,265	0.0120		
MIDDLEVILLE MANUFACTURING CO (SIMPSON, INC)	55	0.0005	\$836.00	\$846.45
MIDWEST COMPONENTS, INC.	880	0.0084		
MILES LABORATORIES, INC. (RHINECHEM)	143,736	1.3641		
MILLS MANUFACTURING*	55	0.0005	\$836.00	\$846.45
MITCHELL CORP OF OSWASSO	110	0.0010		
MODEL T-MODEL A (SHAY MOTORS CO.)	1,320	0.0125	\$20,064.00	\$20,314.80
MODERN PARTITIONS*	55	0.0005	\$836.00	\$846.45
MODERN PLASTICS	528	0.0050		
MODERN PRODUCTS (HAMORTH, INC.)	31,820	0.3020	\$483,664.00	\$489,709.80
MONSANTO CHEMICAL CO.	110	0.0010		
MORSE/HENCO CORP.	2,255	0.0214		
MOTOR WHEEL CORPORATION	52,847	0.5015	\$803,274.40	\$813,315.33
MR. CALBOSKI	110	0.0010	\$1,672.00	\$1,692.90
MUSKEGON CHEMICAL COMPANY	22,175	0.2104	\$337,060.00	\$341,273.25
MUSKEGON CHRONICLE	120	0.0011		
MUSKEGON PAINT & VARNISH*	55	0.0005	\$836.00	\$846.45
MUSKEGON PISTON RING CO.	2,490	0.0236		
NATIONAL SEAL CORP. (DIV. OF FEDERAL MOGUL)	120,479	1.1434		
NELSON CHEMICAL CO. (C/O CHARLOTTE NELSON)	14,330	0.1360	\$217,816.00	\$220,538.70
NBO CASTINGS (C/O RUDOLPH PALOSALI)	165	0.0016	\$2,508.00	\$2,539.35
NEW HOUSE PRINTING SUPPLY*	55	0.0005	\$836.00	\$846.45
NL INDUSTRIES, INC.	1,440	0.0137		
NORMIC INDUSTRIES, INC.	250	0.0024		
OBRIEN PAINT CORPORATION	17,490	0.1660	\$265,848.00	\$269,171.10
OMEGA RUBBER PRODUCTS	110	0.0010	\$1,672.00	\$1,692.90
OTT CHEMICAL	44,825	0.4254	\$681,340.00	\$689,856.75
OWENS-ILLINOIS	1,100	0.0104		

PAK-SAK INDUSTRIES	220	0.0021	\$3,344.00	\$3,385.80
PANEL PROCESSING OF COLDWATER, INC.	660	0.0063		
PARKER HANWIPIN CORP. AUTO. CONNECTORS DIV.	5,940	0.0564	\$90,208.00	\$91,416.60
PEABODY ABC CORP.	990	0.0094		
PENNINGTON BROTHERS, INC.	7,485	0.0710	\$113,772.00	\$115,194.15
PLASTIC COMPOSITES CORPORATION	165	0.0016		
PLASTIKOTE COMPANY	6,050	0.0574		
POLY-CLEAN	165	0.0016	\$2,508.00	\$2,539.35
PORT CITY MACHINE & TOOL, MACHINERY DIVISION	55	0.0005		
PORT CITY PAINTS, INC.	2,090	0.0198	\$31,768.00	\$32,165.10
POTLATCH CORP.	110	0.0010		
PRECISION HEAT TREATING CORP.	275	0.0026		
PRESCOTT PRESS*	55	0.0005	\$836.00	\$846.45
PRESTON PRODUCTS*	55	0.0005	\$836.00	\$846.45
PRINCE CORPORATION	11,465	0.1088	\$174,268.00	\$176,446.35
PRO COATINGS INC.	495	0.0047	\$7,524.00	\$7,618.05
PRODUCTION PLATED PLASTICS CO., INC.	26,950	0.2558	\$409,640.00	\$414,760.50
PROGRESSIVE DYNAMICS, INC.	110	0.0010		
R & W POWDERED METAL PRODUCTS	275	0.0026		
RALSTON PURINA CO.	880	0.0084		
RAP PRODUCTS CO.	275	0.0026		
REA MAGNET WIRE CORPORATION	25,815	0.2450	\$392,388.00	\$397,292.85
REHAU INC., DIVISION OF REHAU GMBH, GERMANY	1,650	0.0157		
REICHOOLD CHEMICALS INC.	12,760	0.1211	\$193,952.00	\$196,376.40
RELIABLE AUTO BODY*	55	0.0005	\$836.00	\$846.45
RELIANCE FINISHING	2,200	0.0209		
REN PLASTICS, INC., DIV. OF CIBA-GEIGY	165	0.0016		
RIEKE CORPORATION	16,830	0.1597	\$255,816.00	\$259,013.70
RINKER BOAT COMPANY, INC.	110	0.0010		
RITENAY PRESS	55	0.0005	\$836.00	\$846.45
RITE-WAY CLEANERS (GRANDVILLE, MI)*	165	0.0016	\$2,508.00	\$2,539.35
ROBERTS CONSOLIDATED INDUSTRIES	8,957	0.0850		
ROBERTS PACKAGING, INC.	1,100	0.0104	\$16,720.00	\$16,929.00
ROSPATCH CORPORATION	605	0.0057		
R.L. ALLEN COMPANY (ROYALL, INC.)	1,265	0.0120	\$19,228.00	\$19,468.35
R.R. DONNELLEY & SONS, CO.	1,705	0.0162		
S2 YACHTS INC	33,140	0.3145	\$503,728.00	\$510,024.60
SARAN PROTECTIVE COATINGS COMPANY	9,845	0.0934	\$149,644.00	\$151,514.55
SAVAGE MANUFACTURING CO. (METALWORKS)	1,985	0.0188		
SCONCROFT COMPANY	3,355	0.0318		
SEALED POWER CORPORATION, A COMPANY OF SPX	25,035	0.2376	\$380,532.00	\$385,288.65
SEIBERT-OKIDERMO*	55	0.0005		
SHAWMAN & CO., INC., W.S. SEALS DIV.	2,090	0.0198		
SHAW-WALKER COMPANY	4,400	0.0418	\$66,880.00	\$67,716.00
SHERER-GILLET CO. (KAISER MICHIGAN CORP.)	440	0.0042	\$6,688.00	\$6,771.60
SIGMA CORP (PORTER INC)	6,325	0.0600	\$96,140.00	\$97,341.75
SINCLAIR & VALENTINE, DIV OF WHEELABRATOR-FRYE	2,475	0.0235	\$37,620.00	\$38,090.25
SLICKCRAFT BOAT (AMP CORP)	212,705	2.0186		
SOUTH BEND FARM IMPLEMENT COMPANY	220	0.0021	\$3,344.00	\$3,385.80
SOUTH BOARDMAN ENTERPRISES (SUDS YOUR DUDS)	55	0.0005	\$836.00	\$846.45
SPARTA FOUNDRY	880	0.0084		
SPARTAN CHEMICAL COMPANY	8,118	0.0789	\$126,433.60	\$128,014.02
SQUARE D COMPANY	16,500	0.1566	\$250,800.00	\$253,935.00
STALEY	660	0.0063		
STANDARD AUTO PARTS (AMSTEAD INDUSTRIES)	9,075	0.0861		
STANDARD PAINT COMPANY	3,520	0.0334	\$53,504.00	\$54,172.80
STAR INDUSTRIES (INTEGRATED METAL TECHNOLOGY)	4,980	0.0473		
STARCRAFT AUTOMOTIVE CORP.	41,477	0.3936	\$630,450.40	\$638,331.03
STARWATCH CASE	4,033	0.0383	\$61,301.60	\$62,067.87
STAUFFER CHEMICAL CO. (SPECIALTY CHEM DIV.)	42,405	0.4024	\$644,556.00	\$652,612.95
STEELCASE INC.	386,093	3.6641		
STORY AND CLARK	1,045	0.0099	\$15,884.00	\$16,082.55
STORY CHEMICAL CO.	42,419	0.4026	\$644,768.80	\$652,828.41
STRAITS STEEL AND WIRE CO.	5,950	0.0565	\$90,440.00	\$91,570.50
STURGIS COMPANY*	55	0.0005	\$836.00	\$846.45
ST. CLAIR RUBBER COMPANY	14,712	0.1396	\$223,622.40	\$226,417.68
ST. PAUL	2,255	0.0214	\$34,276.00	\$34,704.45
ST. REGIS CORPORATION	1,650	0.0157	\$25,080.00	\$25,393.50
SUN CHEMICAL CORPORATION	220	0.0021		
SUNDSTRAND CORP**	16,335	0.1550	\$238,491.00	\$240,287.85

SUPERIOR COATINGS	5.045	0.0479	\$76,684.00	\$77,642.55
SYSTEM WASTE SYSTEMS	1.595	0.0151		
S.D. WARREN, SUBSIDIARY OF SCOTT PAPER CO.	1.030	0.0098		
S.E. OVERTON (HAMLIN-OVERTON FRAME)	3,520	0.0334	\$53,504.00	\$54,172.80
TASSELL INDUSTRIES	880	0.0084	\$13,376.00	\$13,543.20
TELE-FLEX INCORPORATED	880	0.0084		
THEODORE BARGMAN CO.	2,600	0.0247	\$39,520.00	\$40,014.00
THOMAS SOLVENT	1,040,138	9.8711		
THOMPSON-SHORE CO.*	55	0.0005	\$836.00	\$846.45
TORHEIM CORPORATION	990	0.0094		
TRAVEL ACCESSORIES	1,925	0.0183	\$29,260.00	\$29,625.75
TYLER REFRIGERATION, DIV. OF CLARK EQUIPMENT	5,720	0.0543	\$86,944.00	\$88,030.80
ULRICH CHEMICAL INC.	3,630	0.0344		
UNITROYAL, CHEMICAL COMPANY, INC.	260,300	2.4703		
UNITED STATES AVIEX CO	7,975	0.0757	\$121,220.00	\$122,735.25
UNITED STATES REGISTER	1,430	0.0136	\$21,736.00	\$22,007.70
UNITED STEEL AND WIRE	138	0.0013	\$2,097.60	\$2,123.82
UNIVERSAL TOOL AND STAMPING CO.	55	0.0005		
UNION COMPANY	49,831	0.4729		
USM CORPORATION (EMHART) MIDDLETOWN, MA	26,015	0.2469		
UTAH AMERICAN COMPANY	8,580	0.0814	\$130,416.00	\$132,046.20
VALSPAR CORP.	29,315	0.2782	\$445,588.00	\$451,157.85
VARIETY CORP. (HANDY THINGS MFG.	6,930	0.0658	\$105,336.00	\$106,652.70
VECTA EDUCATIONAL COMPANY	24,310	0.2307	\$369,512.00	\$374,130.90
VINCENTS PAINTING	220	0.0021	\$3,344.00	\$3,385.80
WARNER-LAMBERT CO. (PARKE-DAVIS)	33,834	0.3211	\$514,276.80	\$520,705.26
WAYNE NOVELTY CORP.	1,815	0.0172	\$27,588.00	\$27,932.85
WEBB CHEMICAL SERVICE CORPORATION	3,475	0.0330	\$52,820.00	\$53,480.25
WELDED PRODUCTS, INC.	440	0.0042	\$6,688.00	\$6,771.60
WHITE FARM EQUIPMENT	3,410	0.0324	\$51,832.00	\$52,479.90
WILSON SPORTING GOODS	6,985	0.0663	\$106,172.00	\$107,499.15
WOOD-N-SHED	605	0.0057	\$9,196.00	\$9,310.95
WYANDOTTE CHEMICAL	3,410	0.0324	\$51,832.00	\$52,479.90
W.T. GRANT	220	0.0021	\$3,344.00	\$3,385.80
YARDMAN (MONTGOMERY WARDS)	4,510	0.0428	\$68,552.00	\$69,408.90
YOUNG DOOR COMPANY	9,960	0.0945	\$151,392.00	\$153,284.40
YPSILANTI PRESS*	55	0.0005		
TOTAL VOLUME:	10,537,218			

\* A volume of 55 gallons was assigned for purposes of this settlement because U.S. EPA had no information regarding the specific amount of such PRP's volume.

\*\* First round settlement payment (U.S. EPA Docket No. V-W-94-C-246) applies.



THERMO-CHEM, INC. SITE  
ADMINISTRATIVE ORDER ON CONSENT  
SECOND ROUND DE MINIMIS SETTLEMENT

The undersigned Respondent has reviewed and hereby consents to the foregoing Consent Order In the Matter of Thermo-Chem, Inc. Site and agrees to be bound by its terms. It is so agreed and ordered:

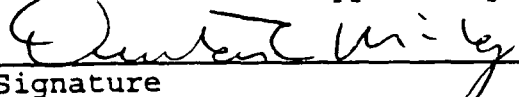
On behalf of Aero Oil Company, Inc., as listed in Appendix 3.

Aero Oil Company, Inc. date: August 15, 1995  
Name of Respondent

One American Lane, Greenwich, CT 06831  
Address

(203) 552-2802  
Phone Number

By: Dustan E. McCoy  
Name of Officer (typed or printed)

  
Signature

Vice President  
Title

(Corporate Acknowledgement)

If different from above, the following is the name and address of Respondent's agent for service of process and, if Respondent has counsel, the name and address of counsel. Counsel may act as agent for service of process.

Agent for Service of Process  
CT Corporation System  
Name

One North Capital Avenue  
Address Indianapolis, Indiana  
46204

Attorney  
Michael F. Kelly, Esq.  
Varnum, Riddering, Schmidt & Howlett  
Name

Bridgewater Place, P.O. Box 352  
Address Grand Rapids, MI 49501  
(616) 336-6000  
Telephone

Each Respondent shall notify the United States Department of Justice and the U.S. EPA of any change in the identity or address of Respondent, its agent for service, or its counsel.

THERMO-CHEM, INC. SITE  
ADMINISTRATIVE ORDER ON CONSENT  
SECOND ROUND DE MINIMIS SETTLEMENT

The undersigned Respondent has reviewed and hereby consents to the foregoing Consent Order In the Matter of Thermo-Chem, Inc. Site and agrees to be bound by its terms. It is so agreed and ordered:

On behalf of American National Can Company  
(National Can), as listed in Appendix 3.

American National Can Company date: 8/24/95  
Name of Respondent

8770 W. Bryn Mawr, Chicago, Illinois  
Address

312/399-8695  
Phone Number

By: William A. Francois  
Name of Officer (typed or printed)

Signature \_\_\_\_\_

Vice President, Deputy General Counsel & Secretary  
Title

(Corporate Acknowledgement)

If different from above, the following is the name and address of Respondent's agent for service of process and, if Respondent has counsel, the name and address of counsel. Counsel may act as agent for service of process.

Agent for Service of Process

Attorney

Name \_\_\_\_\_

Name

Address

Address

Telephone

Each Respondent shall notify the United States Department of Justice and the U.S. EPA of any change in the identity or address of Respondent, its agent for service, or its counsel.

THERMO-CHEM, INC. SITE  
ADMINISTRATIVE ORDER ON CONSENT  
SECOND ROUND DE MINIMIS SETTLEMENT

The undersigned Respondent has reviewed and hereby consents to the foregoing Consent Order In the Matter of Thermo-Chem, Inc. Site and agrees to be bound by its terms. It is so agreed and ordered:

On behalf of American Coil Spring Co., as listed in Appendix 3.

American Coil Spring Co. date: 8/7/95  
Name of Respondent

P.O. Box 388; 1041 E. Keating Ave., Muskegon, MI 49442  
Address

(616) 726-4021  
Phone Number

By: Stanley W. Edwards  
Name of Officer (typed or printed)

Stanley W. Edwards  
Signature

President Chief Operating Officer  
Title

(Corporate Acknowledgement)

If different from above, the following is the name and address of Respondent's agent for service of process and, if Respondent has counsel, the name and address of counsel. Counsel may act as agent for service of process.

Agent for Service of Process

Attorney

John Van Lieshout  
Name

John Van Lieshout  
Name

P.O. Box 92900, Milwaukee WI 53202  
Address

P.O. Box 92900, Milwaukee WI 53202  
Address

(414) 298-8182  
Telephone

Each Respondent shall notify the United States Department of Justice and the U.S. EPA of any change in the identity or address of Respondent, its agent for service, or its counsel.

**THERMO-CHEM, INC. SITE  
ADMINISTRATIVE ORDER ON CONSENT  
SECOND ROUND DE MINIMIS SETTLEMENT**

The undersigned Respondent has reviewed and hereby consents to the foregoing Consent Order In the Matter of Thermo-Chem, Inc. Site and agrees to be bound by its terms. It is so agreed and ordered:

(James River Paper Company, Inc. &  
James River Corporation of Virginia)

On behalf of Brown Company, as listed in Appendix 3.

James River Paper Company, Inc. &  
James River Corporation of Virginia

date: 8/30/91

Name of Respondent

120 Tredegar Street, Richmond, VA 23219

**Address**

(804) 644-5411

**Phone Number**

By: Clifford A. Cutchins, IV  
Name of Officer (~~typed~~ or printed)

C. A. Castel S.  
Signature

Senior Vice President, General Counsel, Secretary  
Title

(Corporate Acknowledgement)

If different from above, the following is the name and address of Respondent's agent for service of process and, if Respondent has counsel, the name and address of counsel. Counsel may act as agent for service of process.

Agent for Service of Process

Name

**Address**

Attorney

Cynthia V. Bailey

Name \_\_\_\_\_

120 Tredegar Street  
Richmond, VA 23219

**Address**

(804) 649-4379

**Telephone**

Each Respondent shall notify the United States Department of Justice and the U.S. EPA of any change in the identity or address of Respondent, its agent for service, or its counsel.

THERMO-CHEM, INC. SITE  
ADMINISTRATIVE ORDER ON CONSENT  
SECOND ROUND DE MINIMIS SETTLEMENT

The undersigned Respondent has reviewed and hereby consents to the foregoing Consent Order In the Matter of Thermo-Chem, Inc. Site and agrees to be bound by its terms. It is so agreed and ordered:

On behalf of BUSH CONCRETE, as listed in Appendix 3.

\_\_\_\_\_  
Name of Respondent date: \_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

By: Harrison B. Bush  
Name of Officer (typed or printed)  
Harrison B. Bush  
Signature  
Treasurer  
\_\_\_\_\_  
Title

(Corporate Acknowledgement)

If different from above, the following is the name and address of Respondent's agent for service of process and, if Respondent has counsel, the name and address of counsel. Counsel may act as agent for service of process.

Agent for Service of Process

David L. Bossenbroek  
Name  
900 Third Street, P.O. Box 957  
Muskegon, MI 49443-0957  
Address

Attorney

David L. Bossenbroek P24289  
Name  
900 Third Street, P.O. Box 957  
Muskegon, MI 49443-0957  
Address

(616) 726-6603  
Telephone

Each Respondent shall notify the United States Department of Justice and the U.S. EPA of any change in the identity or address of Respondent, its agent for service, or its counsel.

THERMO-CHEM, INC. SITE  
ADMINISTRATIVE ORDER ON CONSENT  
SECOND ROUND DE MINIMIS SETTLEMENT

The undersigned Respondent has reviewed and hereby consents to the foregoing Consent Order In the Matter of Thermo-Chem, Inc. Site and agrees to be bound by its terms. It is so agreed and ordered:

On behalf of C.W. MARSH COMPANY, as listed in Appendix 3.

C.W. MARSH COMPANY date: 8-23-95  
Name of Respondent

P.O. BOX 598, 1385 HUDSON ST.  
Address Muskegon, MI 49443

616-722-3781  
Phone Number

By: JAMES M. BRADBURY  
Name of Officer (typed or printed)  
James M Bradbury  
Signature  
PRESIDENT  
Title

(Corporate Acknowledgement)

If different from above, the following is the name and address of Respondent's agent for service of process and, if Respondent has counsel, the name and address of counsel. Counsel may act as agent for service of process.

Agent for Service of Process

N/A

Name

Address

Attorney

N/A

Name

Address

Telephone

Each Respondent shall notify the United States Department of Justice and the U.S. EPA of any change in the identity or address of Respondent, its agent for service, or its counsel.

THERMO-CHEM, INC. SITE  
ADMINISTRATIVE ORDER ON CONSENT  
SECOND ROUND DE MINIMIS SETTLEMENT

The undersigned Respondent has reviewed and hereby consents to the foregoing Consent Order In the Matter of Thermo-Chem, Inc. Site and agrees to be bound by its terms. It is so agreed and ordered:


On behalf of Checker Motors Corporation, as listed in Appendix 3.

Checker Motors Corporation date: August, 1995  
Name of Respondent

2016 N. Pitcher, Kalamazoo, MI 49001  
Address

\_\_\_\_\_  
Phone Number

By: Larry D. Temple  
Name of Officer (typed or printed)

  
Signature

Group Vice President  
Title

(Corporate Acknowledgement)

If different from above, the following is the name and address of Respondent's agent for service of process and, if Respondent has counsel, the name and address of counsel. Counsel may act as agent for service of process.

Agent for Service of Process

George T. Schumacher  
Name  
222 S. Westnedge Avenue  
Kalamazoo, MI 49007  
Address

Attorney

George T. Schumacher  
Name  
GEMRICH, MOSER, BOWSER & LOHRMANN  
222 S. Westnedge Avenue  
Address  
Kalamazoo, MI 49007  
616-382-1030  
Telephone

Each Respondent shall notify the United States Department of Justice and the U.S. EPA of any change in the identity or address of Respondent, its agent for service, or its counsel.

THERMO-CHEM, INC. SITE  
ADMINISTRATIVE ORDER ON CONSENT  
SECOND ROUND DE MINIMIS SETTLEMENT

The undersigned Respondent has reviewed and hereby consents to the foregoing Consent Order In the Matter of Thermo-Chem, Inc. Site and agrees to be bound by its terms. It is so agreed and ordered:

On behalf of Dale Schaap, as listed in Appendix 3.

Dale Schaap date: August 24, 1995  
Name of Respondent

11880 East 32nd Street, Holland, MI 49423  
Address

(616) 392-1012  
Phone Number

By: Richard D. Persinger  
Name of Officer (typed or printed)  
Richard D. Persinger  
Signature

Attorney at Law  
Title

(Corporate Acknowledgement)

If different from above, the following is the name and address of Respondent's agent for service of process and, if Respondent has counsel, the name and address of counsel. Counsel may act as agent for service of process.

Agent for Service of Process

Richard D. Persinger (P 23701)  
Name  
503 Century Lane, P.O. Box 1887  
Address Holland, MI 49422-1887  
(616) 396-1245

Attorney

Richard D. Persinger (P 23701)  
Name  
503 Century Lane, P.O. Box 1887  
Address Holland, MI 49422-1887  
(616) 396-1245  
Telephone

Each Respondent shall notify the United States Department of Justice and the U.S. EPA of any change in the identity or address of Respondent, its agent for service, or its counsel.



THERMO-CHEM, INC. SITE  
ADMINISTRATIVE ORDER ON CONSENT  
SECOND ROUND DE MINIMIS SETTLEMENT

The undersigned Respondent has reviewed and hereby consents to the foregoing Consent Order In the Matter of Thermo-Chem, Inc. Site and agrees to be bound by its terms. It is so agreed and ordered:

On behalf of Dayco  
(Day International Corp.), as listed in Appendix 3.

Cadillac Plastic Group, Inc.  
(f/k/a Day International Corp.) date: August 18, 1995

Name of Respondent

Suite 36-5000

200 Public Square

Cleveland, Ohio 44114

Address

(216) 589-4000

Phone Number

By: John S. Pyke, Jr.  
Name of Officer (typed or printed)

John S. Pyke Jr.  
Signature

Vice President and Secretary  
Title

(Corporate Acknowledgement)

- . If different from above, the following is the name and address of Respondent's agent for service of process and, if Respondent has counsel, the name and address of counsel. Counsel may act as agent for service of process.

Agent for Service of Process

Attorney

The Corporation Company

Name

30600 Telegraph Rd.

Bingham Farms, MI 48025

Address

(810) 646-9033

Name

Address

Telephone

Each Respondent shall notify the United States Department of Justice and the U.S. EPA of any change in the identity or address of Respondent, its agent for service, or its counsel.

THERMO-CHEM, INC. SITE  
ADMINISTRATIVE ORDER ON CONSENT  
SECOND ROUND DE MINIMIS SETTLEMENT

The undersigned Respondent has reviewed and hereby consents to the foregoing Consent Order In the Matter of Thermo-Chem, Inc. Site and agrees to be bound by its terms. It is so agreed and ordered:

On behalf of EBW INC. - ENTERPRISE BRASS WORKS, as listed in Appendix 3.

EBW INC. date: 8/3/95  
Name of Respondent

2814 McCracken Ave. MUSK. MI. 49441  
Address

(616) 755-1671  
Phone Number

By: MARK HOOKMAN  
Name of Officer (typed or printed)  
Mark Hookman  
Signature  
VICE PRESIDENT  
Title

(Corporate Acknowledgement)

If different from above, the following is the name and address of Respondent's agent for service of process and, if Respondent has counsel, the name and address of counsel. Counsel may act as agent for service of process.

Agent for Service of Process

Attorney

Name

Name

Address

Address

Telephone

Each Respondent shall notify the United States Department of Justice and the U.S. EPA of any change in the identity or address of Respondent, its agent for service, or its counsel.

THERMO-CHEM, INC. SITE  
ADMINISTRATIVE ORDER ON CONSENT  
SECOND ROUND DE MINIMIS SETTLEMENT

The undersigned Respondent has reviewed and hereby consents to the foregoing Consent Order In the Matter of Thermo-Chem, Inc. Site and agrees to be bound by its terms. It is so agreed and ordered:

On behalf of Fort Wayne Pools, as listed in Appendix 3.

Fort Wayne Pools date: 9-18-85  
Name of Respondent

SIC Sculpture Dr. Fort Wayne, Ind 46804  
Address

19-432-8731  
Phone Number

By: George D. Bragalone  
Name of Officer (typed or printed)  
[Signature]  
Signature  
Vice President  
Title

(Corporate Acknowledgement)

If different from above, the following is the name and address of Respondent's agent for service of process and, if Respondent has counsel, the name and address of counsel. Counsel may act as agent for service of process.

Agent for Service of Process

Jon A. Bragalone  
Name

\_\_\_\_\_  
Address

Attorney

Jon A. Bragalone  
Name

200 E Main St Suite 200  
P.O. Box 800, Fort Wayne, Ind 46801-0  
Address

219-422-0800  
Telephone

Each Respondent shall notify the United States Department of Justice and the U.S. EPA of any change in the identity or address of Respondent, its agent for service, or its counsel.

THERMO-CHEM, INC. SITE  
ADMINISTRATIVE ORDER ON CONSENT  
SECOND ROUND DE MINIMIS SETTLEMENT

The undersigned Respondent has reviewed and hereby consents to the foregoing Consent Order In the Matter of Thermo-Chem, Inc. Site and agrees to be bound by its terms. It is so agreed and ordered:

On behalf of Georgia-Pacific Corporation, as listed in Appendix 3.

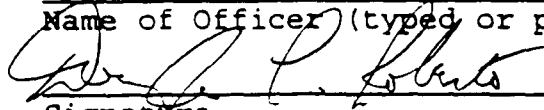
Georgia-Pacific Corporation  
Name of Respondent

date: Sept. 7, 1995

133 Peachtree Street, N.E., Atlanta, Georgia 30303  
Address

(404) 652-4824  
Phone Number

By: Douglas P. Roberto  
Name of Officer (typed or printed)

  
Signature

Chief Counsel - Building Products Manufacturing  
Title

(Corporate Acknowledgement)

If different from above, the following is the name and address of Respondent's agent for service of process and, if Respondent has counsel, the name and address of counsel. Counsel may act as agent for service of process.

Agent for Service of Process

Attorney

Same as above  
Name

Same as Above  
Name

Address

Address

Telephone

Each Respondent shall notify the United States Department of Justice and the U.S. EPA of any change in the identity or address of Respondent, its agent for service, or its counsel.

THERMO-CHEM, INC. SITE  
ADMINISTRATIVE ORDER ON CONSENT  
SECOND ROUND DE MINIMIS SETTLEMENT

The undersigned Respondent has reviewed and hereby consents to the foregoing Consent Order In the Matter of Thermo-Chem, Inc. Site and agrees to be bound by its terms. It is so agreed and ordered: -

On behalf of Grav-I-Flu, as listed in Appendix 3.

Grav-I-Flu date: 9/26/95  
Name of Respondent

400 Norwood, Sturgis, MI 49091  
Address

616/651-5467  
Phone Number

By: R. Scott Davidson  
Name of Officer (typed or printed)

  
Signature

President  
Title

(Corporate Acknowledgement)

If different from above, the following is the name and address of Respondent's agent for service of process and, if Respondent has counsel, the name and address of counsel. Counsel may act as agent for service of process.

Agent for Service of Process

Attorney

Same  
Name

John R. Dresser  
Name

Address

112 S. Monroe St., Sturgis, MI 49091  
Address

616/651-3281  
Telephone

Each Respondent shall notify the United States Department of Justice and the U.S. EPA of any change in the identity or address of Respondent, its agent for service, or its counsel.

THERMO-CHEM, INC. SITE  
ADMINISTRATIVE ORDER ON CONSENT  
SECOND ROUND DE MINIMIS SETTLEMENT

The undersigned Respondent has reviewed and hereby consents to the foregoing Consent Order In the Matter of Thermo-Chem, Inc. Site and agrees to be bound by its terms. It is so agreed and ordered:

On behalf of HOWMET CORPORATION, as listed in Appendix 3.

HOWMET CORPORATION date: 8/10/95  
Name of Respondent  
475 STEAMBOAT ROAD  
GREENWICH, CT 06836-1360  
\_\_\_\_\_  
Address  
263-661-4600  
\_\_\_\_\_  
Phone Number

By: ROLAND PAUL  
Name of Officer (typed or printed)

[Signature]  
Signature

VICE PRESIDENT & GENERAL COUNSEL  
Title

(Corporate Acknowledgement)

If different from above, the following is the name and address of Respondent's agent for service of process and, if Respondent has counsel, the name and address of counsel. Counsel may act as agent for service of process.

Agent for Service of Process

Attorney

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

**Keith Shell**  
Manager  
Environmental Engineering  
Corporate Quality Assurance  
1500 South Warner Street  
Whitehall MI 49461-1895  
Tel 616-894-7226

ify the United States Department of  
of any change in the identity or address  
for service, or its counsel.

 **HOWMET CORPORATION**

THERMO-CHEM, INC. SITE  
ADMINISTRATIVE ORDER ON CONSENT  
SECOND ROUND DE MINIMIS SETTLEMENT

The undersigned Respondent has reviewed and hereby consents to the foregoing Consent Order In the Matter of Thermo-Chem, Inc. Site and agrees to be bound by its terms. It is so agreed and ordered:

On behalf of Kirsch, Clarke Floor, McGraw-Hill as listed in Appendix 3.

Cooper Industries, Inc.

date: 7/13/92

Name of Respondent

1001 Fannin Street, Suite 4000

Houston, Texas 77002

Address

(713) 739-5070

Phone Number

By: Robert W. Teets

Name of Officer (typed or printed)

Robert W. Teets

Signature

Vice President, Environmental Affairs & Risk Management

Title

(Corporate Acknowledgement)

If different from above, the following is the name and address of Respondent's agent for service of process and, if Respondent has counsel, the name and address of counsel. Counsel may act as agent for service of process.

Agent for Service of Process

Attorney

Cell Price

Cell Price

Name

Name

1001 Fannin St., Suite 4000

1001 Fannin St., Suite 4000

Houston, Texas 77002

Houston, Texas 77002

Address

Address

(713) 739-5070

Telephone

Each Respondent shall notify the United States Department of Justice and the U.S. EPA of any change in the identity or address of Respondent, its agent for service, or its counsel.

**THERMO-CHEM, INC. SITE  
ADMINISTRATIVE ORDER ON CONSENT  
SECOND ROUND DE MINIMIS SETTLEMENT**

The undersigned Respondent has reviewed and hereby consents to the foregoing Consent Order In the Matter of Thermo-Chem, Inc. Site and agrees to be bound by its terms. It is so agreed and ordered:

On behalf of Label Tape Mediatect, Inc., as listed in Appendix 3.

Labeltape, Inc.  
Name of Respondent

date: 9/6/95

4550 AIRWEST SE, GRAND RAPIDS MI 49512  
Address

(616) 698-1830

---

Phone Number

By: Tom Gurner  
Name of Officer (typed or printed)

Signature Dr. Sauer

SECRETARY / TREASURER  
Title

(Corporate Acknowledgement)

If different from above, the following is the name and address of Respondent's agent for service of process and, if Respondent has counsel, the name and address of counsel. Counsel may act as agent for service of process.

Agent for Service of Process

Name \_\_\_\_\_

Address

Attorney

JOHN P. BALHELOET  
Name WARREN NORCROSS + JUDY  
GRAND RAPIDS MI 49512  
Address

Telephone (616) 752-2000

Each Respondent shall notify the United States Department of Justice and the U.S. EPA of any change in the identity or address of Respondent, its agent for service, or its counsel.



THERMO-CHEM, INC. SITE  
ADMINISTRATIVE ORDER ON CONSENT  
SECOND ROUND DE MINIMIS SETTLEMENT

The undersigned Respondent has reviewed and hereby consents to the foregoing Consent Order In the Matter of Thermo-Chem, Inc. Site and agrees to be bound by its terms. It is so agreed and ordered:

On behalf of Label Technique, Inc. n/k/a  
LTI Printing, Inc., as listed in Appendix 3.

Label Technique, Inc. n/k/a LTI Printing, date: September 8, 1995  
Name of Respondent Inc.

518 N. Centreville, Sturgis, MI 49091  
Address

616/651-7574  
Phone Number

By: Donald L. Frost  
Name of Officer (typed or printed)

Donald L. Frost  
Signature

President  
Title

(Corporate Acknowledgement)

If different from above, the following is the name and address of Respondent's agent for service of process and, if Respondent has counsel, the name and address of counsel. Counsel may act as agent for service of process.

Agent for Service of Process

Attorney

John R. Dresser  
Name

John R. Dresser  
Name

112 S. Monroe St., Sturgis, MI 49091  
Address

112 S. Monroe St., Sturgis, MI 49091  
Address

616/651-3281  
Telephone

Each Respondent shall notify the United States Department of Justice and the U.S. EPA of any change in the identity or address of Respondent, its agent for service, or its counsel.

THERMO-CHEM, INC. SITE  
ADMINISTRATIVE ORDER ON CONSENT  
SECOND ROUND *DE MINIMIS* SETTLEMENT

The undersigned Respondent has reviewed and hereby consents to the foregoing Consent Order In the Matter of Thermo-Chem, Inc. Site and agrees to be bound by its terms. It is so agreed and ordered:

On behalf of MICHIGAN PAPERBOARD CORP. AND ST. REGIS CORP., as listed in Appendix 3.

CHAMPION INTERNATIONAL CORP. date: AUG. 24, 1995  
Name of Respondent

ONE CHAMPION PLAZA, STAMFORD, CT 06921  
Address

(203) 358-6476  
Phone Number

By: LINDA M. DIDELOT  
Name of Officer (typed or printed)

Denise M. Dinkelot  
Signature

ASSISTANT SECRETARY  
Title

(Corporate Acknowledgement)

If different from above, the following is the name and address of Respondent's agent for service of process and, if Respondent has counsel, the name and address of counsel. Counsel may act as agent for service of process.

Agent for Service of Process

Name \_\_\_\_\_

Address

Attorney

GRACE M. HEALY, ESQ.  
Name

ONE CHAMPION PLAZA, STAMFORD, CT  
Address 06921

(203) 358-2818  
Telephone

Each Respondent shall notify the United States Department of Justice and the U.S. EPA of any change in the identity or address of Respondent, its agent for service, or its counsel.

THERMO-CHEM, INC. SITE  
ADMINISTRATIVE ORDER ON CONSENT  
SECOND ROUND DE MINIMIS SETTLEMENT

The undersigned Respondent has reviewed and hereby consents to the foregoing Consent Order In the Matter of Thermo-Chem, Inc. Site and agrees to be bound by its terms. It is so agreed and ordered:

Middleville Manufacturing Company  
On behalf of and Edon Machine Company, as listed in Appendix 3.

Simpson Industries, Inc. date: 09/19/95  
Name of Respondent  
47603 Halyard Drive  
Plymouth, MI 48170-2429  
Address  
(313) 207-6200  
Phone Number

By: James E. Garpow  
Name of Officer (typed or printed)  
James E. Garpow  
Signature  
Treasurer  
Title

(Corporate Acknowledgement)

If different from above, the following is the name and address of Respondent's agent for service of process and, if Respondent has counsel, the name and address of counsel. Counsel may act as agent for service of process.

Agent for Service of Process

Attorney

Name

Name

Address

Address

Telephone

Each Respondent shall notify the United States Department of Justice and the U.S. EPA of any change in the identity or address of Respondent, its agent for service, or its counsel.

THERMO-CHEM, INC. SITE  
ADMINISTRATIVE ORDER ON CONSENT  
SECOND ROUND DE MINIMIS SETTLEMENT

The undersigned Respondent has reviewed and hereby consents to the foregoing Consent Order In the Matter of Thermo-Chem, Inc. Site and agrees to be bound by its terms. It is so agreed and ordered:

On behalf of Port City Paints, Inc., as listed in Appendix 3.

Leigh Strong, Port City Paints Inc date: 8/23/95  
Name of Respondent

1250 9th St. Muskegon M. 49440  
Address

(616) 726-5911  
Phone Number

By: Leigh Strong  
Name of Officer (typed or printed)  
Leigh Strong  
Signature  
Pres.  
Title

(Corporate Acknowledgement)

If different from above, the following is the name and address of Respondent's agent for service of process and, if Respondent has counsel, the name and address of counsel. Counsel may act as agent for service of process.

Agent for Service of Process

Attorney

Name

Name

Address

Address

Telephone

Each Respondent shall notify the United States Department of Justice and the U.S. EPA of any change in the identity or address of Respondent, its agent for service, or its counsel.

THERMO-CHEM, INC. SITE  
ADMINISTRATIVE ORDER ON CONSENT  
SECOND ROUND DE MINIMIS SETTLEMENT

The undersigned Respondent has reviewed and hereby consents to the foregoing Consent Order In the Matter of Thermo-Chem, Inc. Site and agrees to be bound by its terms. It is so agreed and ordered:

On behalf of Robert's Packaging Corporation, as listed in Appendix 3.

Robert's Packaging Corporation date: 8/25/95  
Name of Respondent

126 Avenue C, Battle Creek, Michigan 49015  
Address

(616) 962-5525  
Phone Number

By: ROBERT G. KOPPE (PRESIDENT)  
Name of Officer (typed or printed)

Robert G. Koppe  
Signature

President/PRESIDENT  
Title

(Corporate Acknowledgement)

If different from above, the following is the name and address of Respondent's agent for service of process and, if Respondent has counsel, the name and address of counsel. Counsel may act as agent for service of process.

Agent for Service of Process

(See above)  
Name

Address

Attorney

Maureen M. Cough  
Name

Sidley & Austin, 875 Third Ave.  
Address NY, NY 10022

(212) 906-2323  
Telephone

Each Respondent shall notify the United States Department of Justice and the U.S. EPA of any change in the identity or address of Respondent, its agent for service, or its counsel.

THERMO-CHEM, INC. SITE  
ADMINISTRATIVE ORDER ON CONSENT  
SECOND ROUND DE MINIMIS SETTLEMENT

The undersigned Respondent has reviewed and hereby consents to the foregoing Consent Order In the Matter of Thermo-Chem, Inc. Site and agrees to be bound by its terms. It is so agreed and ordered:

On behalf of SUNDSTRAND CORPORATION, as listed in Appendix 3.

SUNDSTRAND CORPORATION date: 9/7/95  
Name of Respondent

4949 HARRISON AVENUE  
ROCKFORD, IL 61125  
Address

(815) 226-6000  
Phone Number

By: WILLIAM R. COOLE  
Name of Officer (typed or printed)

*William R. Coole*  
Signature

ASSISTANT SECRETARY  
Title

(Corporate Acknowledgement)

If different from above, the following is the name and address of Respondent's agent for service of process and, if Respondent has counsel, the name and address of counsel. Counsel may act as agent for service of process.

Agent for Service of Process

C T CORPORATION SYSTEM  
Name  
208 S. LaSALLE STREET  
CHICAGO, IL 60604  
Address

Attorney

VICTORIA M. HAINES  
Name  
4949 HARRISON AVENUE  
ROCKFORD, IL 61125  
Address  
(815) 226-6136  
Telephone

Each Respondent shall notify the United States Department of Justice and the U S. EPA of any change in the identity or address of Respondent, its agent for service, or its counsel.

THERMO-CHEM, INC. SITE  
ADMINISTRATIVE ORDER ON CONSENT  
SECOND ROUND DE MINIMIS SETTLEMENT

The undersigned Respondent has reviewed and hereby consents to the foregoing Consent Order In the Matter of Thermo-Chem, Inc. Site and agrees to be bound by its terms. It is so agreed and ordered:

On behalf of Wilson Sporting Goods Co., as listed in Appendix 3.

Wilson Sporting Goods Co date: September 8, 1995  
Name of Respondent

8700 W. Bryn Mawr, Chicago, IL 60631-3584

---

Address

(312) 714-6400  
Phone Number

By: James M. McElyea  
Name of Officer (typed or printed)

Signature

Vice President and General Counsel

Title

(Corporate Acknowledgement)

If different from above, the following is the name and address of Respondent's agent for service of process and, if Respondent has counsel, the name and address of counsel. Counsel may act as agent for service of process.

Agent for Service of Process

Attorney

Name \_\_\_\_\_

Name \_\_\_\_\_

Address

Address

Telephone

Each Respondent shall notify the United States Department of Justice and the U.S. EPA of any change in the identity or address of Respondent, its agent for service, or its counsel.

THERMO-CHEM, INC. SITE  
ADMINISTRATIVE ORDER ON CONSENT  
SECOND ROUND DE MINIMIS SETTLEMENT

The undersigned Respondent has reviewed and hereby consents to the foregoing Consent Order In the Matter of Thermo-Chem, Inc. Site and agrees to be bound by its terms. It is so agreed and ordered:

On behalf of YARDMAN, as listed in Appendix 3.

MONTGOMERY WARD & CO. INCORPORATED date: 8/25/95

Name of Respondent

C/O DAVID S. FINCH, ESQ.

ALTHEIMER & GRAY, 10 S. WACKER DR.  
SUITE 4000, CHICAGO, IL 60606

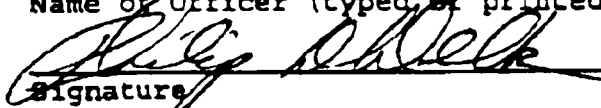
Address

312/715-4000

Phone Number

By: PHILIP D. DELK

Name of Officer (typed or printed)



Signature

Vice President

Title

(Corporate Acknowledgement)

If different from above, the following is the name and address of Respondent's agent for service of process and, if Respondent has counsel, the name and address of counsel. Counsel may act as agent for service of process.

Agent for Service of Process

Attorney

Name

DAVID S. FINCH

Name

ALTHEIMER & GRAY, 10 S. WACKER DR.  
SUITE 4000, CHICAGO, IL 60606

Address

Address

(312) 715-4000

Telephone

Each Respondent shall notify the United States Department of Justice and the U.S. EPA of any change in the identity or address of Respondent, its agent for service, or its counsel.



THERMO-CHEM, INC. SITE  
ADMINISTRATIVE ORDER ON CONSENT  
SECOND ROUND DE MINIMIS SETTLEMENT

The undersigned Respondent has reviewed and hereby consents to the foregoing Consent Order In the Matter of Thermo-Chem, Inc. Site and agrees to be bound by its terms. It is so agreed and ordered:

On behalf of Yardman, as listed in Appendix 3.

The Leisure Group, Inc

date:

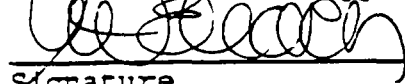
8/22/95

Name of Respondent

c/o John A. Ferroli  
Dykema Gossett  
200 Oldtown Riverfront Bldg.  
Grand Rapids, MI 49503-2688  
(616)776-7542

By: Arthur E. Leach

Name of Officer (typed or printed)



Signature

Title

(Corporate Acknowledgement)

If different from above, the following is the name and address of Respondent's agent for service of process and, if Respondent has counsel, the name and address of counsel. Counsel may act as agent for service of process.

Agent for Service of Process

Attorney

Name

Address

John A. Ferroli  
Dykema Gossett  
200 Oldtown Riverfront Bldg.  
Grand Rapids, MI 49503-2688  
(616)776-7542

Each Respondent shall notify the United States Department of Justice and the U.S. EPA of any change in the identity or address of Respondent, its agent for service, or its counsel.